

KITCHEN AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20____, and between _____ (“Owner”), and the TOWN OF PALM BEACH, Palm Beach, Florida (“Town”).

WITNESSETH

WHEREAS, Owner owns a residence in the Town of Palm Beach, Palm Beach County, Florida, situated at _____, Palm Beach, FL 33480, located in “R-B RESIDENTIAL DISTRICT”, THE LEGAL DESCRIPTION OF WHICH IS ATTACHED HERETO AS Exhibit “A”, and

WHEREAS, Owner has applied to the Planning, Zoning and Building Director of the Town (“Director”) or his designee, for permission to use a kitchen in an accessory building for the use of Owner’s family and their bona fide guests or staff (the “accessory kitchen”), and

WHEREAS, the Director or his designee has approved the granting of said request, upon certain conditions hereinafter set forth, which said conditions are acceptable to Owner;

NOW, THEREFORE, in consideration of the premises, it is agreed by and between the parties, as follows:

1. Upon the happening of any one of the following events, the accessory kitchen shall be mandatorily removed at the expense of the Owner or their heirs, successors or assigns, to-wit:
 - a) Upon the above-described premises or any portion thereof being rented;
 - b) Upon the accessory kitchen being used for the purposes other than for the use of members of Owner's family and their bona fide guests or staff;
 - c) Upon the premises being sold without the purchaser of the premises applying for, and being granted, a renewal of this agreement and agreeing to be bound by the terms and conditions imposed thereon by Town. If the purchaser agrees to be bound by the terms and conditions expressed in this Agreement, said renewal shall not be unreasonably withheld by the Town.

- d) Upon the failure of the Owner or someone on their behalf to comply with the requirements of Paragraph 1 above, Town shall have full authority to enter the above premises, remove the accessory kitchen and assess the cost thereof against the lands hereinabove described, regardless of the ownership of said lands at the time of the remove of the accessory kitchen.
- e) The Owner does hereby agree that the proper Town officials may inspect the property to ascertain continuing single-family use should any question arise as to this use and, further, the Owner will send to the Town an annual written statement to confirm that said single family use of the property is continuing and there is a need for the aforesaid accessory kitchen.

2. The Agreement shall be recorded in the Public Records of Palm Beach County, Florida, and such shall constitute notice to all persons whomsoever of the terms and provisions hereinabove set forth.

IN WITNESS WHEREOF

OWNER 1

Witness # 1 Signature

(Type Name below signature block)

Witness # 1 Printed Name

Witness # 2 Signature

Witness # 2 Printed Name

IN WITNESS WHEREOF

OWNER 2 (if applicable)

Witness # 1 Signature

(Type Name below signature block)

Witness # 1 Printed Name

Witness # 2 Signature

Witness # 2 Printed Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to, subscribed and acknowledged before me by means of _____ physical presence
or _____ online notarization on this ____ day of _____,
20____, by (OWNER 1) _____,
who is Personally known _____
OR Identification produced: _____

NOTARY SEAL

Notary Public, State of Florida
Notary's printed name: _____
My commission expires: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to, subscribed and acknowledged before me by means of physical presence or online
notarization on this ____ day of _____, 20____, by (OWNER 2)
_____, who is Personally known _____
OR Identification produced: _____

NOTARY SEAL

Notary Public, State of Florida
Notary's printed name: _____
My commission expires: _____

IN WITNESS WHEREOF

TOWN OF PALM BEACH

Witness # 1 Signature

Planning, Zoning & Building Director or designee

Witness # 1 Printed Name

Witness # 2 Signature

Witness # 2 Printed Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to, subscribed and acknowledged before me by means of physical presence or online notarization on this _____ day of _____, 20____, by **Wayne Bergman**, the Director of Planning, Zoning and Building Department, respectively, of the TOWN OF PALM BEACH, a municipal corporation existing under the laws of the State of Florida, on behalf of the corporation, who is Personally known OR Identification produced: _____

NOTARY SEAL

Notary Public, State of Florida

Notary's printed name: _____

My commission expires: _____

ATTEST:

_ Kelly Churney, Acting Town Clerk